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Attorneys for Rotor Clip Company, Inc.

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In Re:	:	Chapter 11
	:	
DELPHI CORPORATION, et al.,	:	Case No. 05-44481
	:	
Debtors.	:	
	:	
	:	

**LIMITED OBJECTION OF ROTOR CLIP COMPANY INC. TO DEBTORS' MOTION
FOR AN ORDER UNDER 11 U.S.C. §§363(B) AND 365(a) AND FED. R. BANKR. P. 9019
APPROVING PROCEDURES TO ASSUME CERTAIN AMENDED AND RESTATED
SOLE SOURCE SUPPLIER AGREEMENTS**

Rotor Clip Company Inc. ("Rotor Clip"), by and through its attorneys, Norris, McLaughlin & Marcus, P.A., hereby makes this limited objection to the Debtors' Motion for An Order Under 11 U.S.C. §§363(b) and 356(a) and Fed. R. Bankr. P. 9019 Approving Procedures to Assume Certain Amended and Restated Sole Source Supplier Agreements (the "Motion") dated November 18, 2005 and respectfully states as follows:

1. Rotor Clip is a supplier of retaining rings used by the Debtors in its manufacturing process. Rotor Clip continues to supply its products to the Debtors.

2. Rotor Clip objects to the Motion to the extent it seeks to permit acceptance of an Assumption Agreement by performance. A Covered Supplier, like Rotor Clip, could refuse to sign an Assumption Agreement yet still be bound by the Assignment Agreement if it inadvertently continues performance under the applicable contract. An Assumption Agreement

should only be binding when it is executed by an authorized representative of a Covered Supplier rather than by performance alone.

3. The Motion does not state on whom a proposed Assumption Agreement will be served. Accordingly, Rotor Clip requests that any proposed Assumption Agreement be served upon counsel for Rotor Clip at the following address:

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5. Except as set forth above, Rotor Clip does not object to the entry of an appropriate order approving the Motion to the extent that it establishes an orderly process for the assumption of Sole Source Supplier Agreements. However, Rotor Clip reserves all of its rights to negotiate the specific terms pursuant to which it will consent to the assumption of its contracts with the Debtors and further reserves all of its rights and remedies available under the United States Bankruptcy Code and other applicable law.

WHEREFORE, Rotor Clip requests that the Court deny the Motion unless (a) the Motion is modified so that the Assumption Agreement can only be accepted by an appropriate representative of a Covered Supplier and cannot be accepted by performance; (b) counsel for Rotor Clip be provided with any proposed Assumption Agreement directed to Rotor Clip; and (c) that any Order be subject to Rotor Clip's reservation of rights set forth in paragraph 5 hereof.

Dated: November 23, 2005

NORRIS, McLAUGHLIN & MARCUS, PA
Attorneys for Rotor Clip Company, Inc.

By: s/
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